
From: "Gilmore, Ashley" <Ashley.Gilmore@wilsonelser.com>
Sent: 8/1/2016 6:17:35 PM +0000
To: "Lamden, Seth D." <slamden@ngelaw.com>
CC: "Horres, Stratton" <Stratton.Horres@wilsonelser.com>
Subject: RE: Dorel/Ironshore

Seth,

The highlighted language Dorel added to Paragraph 6. below is acceptable to Ironshore. Ironshore has also considered Dorel's request that Ironshore pay the Plaintiff directly for [REDACTED] of the [REDACTED] Underlying Settlement. However, Dorel's proposal is contrary to the following language in the Policy's "Loss Payable" condition:

(1) Liability under this Policy for **Ultimate Net Loss** with respect to any **Occurrence** shall not attach unless and until:

* * * *

(b) **the Insured's** liability covered hereunder shall have been fixed and rendered certain either by final judgment against **the Insured** after actual trial or by settlement approved in writing by the Company, and **the Insured** shall have paid such judgment or settlement.

(2) **The Insured** shall make a definite demand for payment for any amount of the **Ultimate Net Loss** for which the Company may be liable under this Policy within twelve (12) months after **the Insured** shall have paid such amount. . . . Such losses shall be due and payable by the Company within thirty (30) days after they are respectively demanded and proven in conformity with this Policy. . . .

This condition clearly requires Dorel to actually pay the full [REDACTED] Underlying Settlement, with the **Ultimate Net Loss** being indemnified by Ironshore within 30 days after Dorel's payment. Dorel's compliance with this condition is a non-negotiable term for Ironshore. You may not be aware of this, but Dorel proposed direct payment during the mediation, and Ironshore already rejected that proposal. Rather, per the Policy terms, Ironshore will indemnify and reimburse Dorel for [REDACTED] after Dorel pays Plaintiff the entire [REDACTED] Underlying Settlement. Specifically, as set forth in Paragraph 3. below, Ironshore will pay Dorel the [REDACTED] Reimbursement Amount after Ironshore's receipt from Dorel of documentation of Dorel's payment of the Underlying Settlement and instructions for payment to Dorel. Ironshore understands Dorel's desire to be reimbursed quickly, and Ironshore has advised that it will endeavor to promptly complete the reimbursement process, that it can wire the funds to Dorel, and that this should be a simple transaction that can be completed sooner than the 30 days allowed by the Policy.

We look forward to receiving confirmation of Dorel's agreement to the settlement terms.

Exhibit A-13

IRONSHORE__0016078

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From: Lamden, Seth D. [<mailto:slamden@ngelaw.com>]
Sent: Thursday, July 28, 2016 12:54 PM
To: Gilmore, Ashley
Subject: FW: Dorel/Ironshore

Looks good, although we have one proposed edit. See below – last sentence in para. 6

 **Seth D. Lamden**
Partner
Neal, Gerber & Eisenberg LLP
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From: Gilmore, Ashley [<mailto:Ashley.Gilmore@wilsonelser.com>]
Sent: Wednesday, July 27, 2016 6:45 PM
To: Lamden, Seth D.
Cc: Horres, Stratton
Subject: Dorel/Ironshore

Re: *Nicole Hinson, Individually and as Next Friend of C.H., a Minor, and Cameron Hinson v. Dorel Juvenile Group, Inc., a Massachusetts corporation*, Cause No. 2:15-cv-713-JRG-RSP, in the United States District Court for the Eastern District of Texas, Marshall Division (the "Lawsuit")

Named Insured: Dorel U.S.A., Inc.; Dorel Juvenile Group, Inc.
Claim No.: 155000577FW
Policy No.: B0180PG1420287 (the "Policy")

Seth,

As advised during our call today, Stratton Horres and I are counsel for Ironshore Europe Limited ("Ironshore") with respect to the above-referenced Lawsuit. Per our discussion, this is to confirm that your client, Dorel Juvenile Group, Inc. ("Dorel"), and Ironshore have agreed to settle their dispute concerning Dorel's request for coverage for the Lawsuit under the above-referenced Policy issued by Ironshore to Dorel, subject to the following terms:

1. Dorel and Ironshore will execute a mutually agreeable comprehensive settlement agreement and claim release to formalize the terms of their settlement, which we will prepare and provide to you.
2. Dorel will pay [REDACTED] for the settlement of the Lawsuit pursuant to its agreement with Plaintiff Nicole Hinson (the "Underlying Settlement").
3. Ironshore will pay to Dorel [REDACTED] (the "Reimbursement Amount"). Ironshore will pay the Reimbursement Amount within 30 days after Ironshore's receipt from Dorel of: (a) documentation confirming that Dorel has paid the Underlying Settlement; and (b) payment instructions.
4. Dorel and Ironshore will mutually release each other from any and all past, present, and future claims, demands, suits, or causes of action of any kind whatsoever (including, but not limited to, those for coverage, defense, indemnity, contribution, subrogation, reimbursement, or payment of any Damages, Defense Costs, attorneys' fees or expenses, judgments, awards, settlements, or any other amounts), whether at common law, statutory, in equity, or otherwise, which each has or might have, known or unknown, fixed or contingent, against the other arising out of, based on, relating to, in consequence of, or in any way involving, either directly or indirectly, in whole or in part the Lawsuit, the Underlying Settlement, Dorel's handling of the defense of the Lawsuit, or Ironshore's handling of Dorel's request for coverage for the Lawsuit, including without limitation any claims for extra-contractual relief.
5. The terms of this settlement shall be confidential and shall not be disclosed to anyone except as required by law, by order of a court, by agreement of the Parties, or for reasonable business purposes, including without limitation, for purposes of complying with requests from reinsurers, auditors, and regulators.
6. This settlement is not an admission of liability on the part of either Dorel or Ironshore or an admission of coverage under the Policy. Neither the fact of settlement nor the terms of the settlement will have any precedential value with respect to any other dispute that may arise concerning the interpretation or application of the Policy. The settlement constitutes no evidence that the Policy provides coverage for this matter or any similar matters, nor does it constitute evidence regarding the amount of the self-insured retention under the Policy.

Please confirm by return email Dorel's agreement to these terms.

Very truly yours,

Ashley Gilmore
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From: Lamden, Seth D. [<mailto:slamden@ngelaw.com>]
Sent: Wednesday, July 27, 2016 4:01 PM
To: Gilmore, Ashley
Subject:



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For further information about Wilson, Elser, Moskowitz, Edelman & Dicker LLP, please see our website at www.wilsonelser.com or refer to any of our offices.

Thank you.